

1 BILL NO. S-82-08- 28

2 SPECIAL ORDINANCE NO. S- 159-82


3 AN ORDINANCE approving Sewer Resolution No. 358-82,
4 Catch Basin and Inlet Repair, a contract between the
5 City of Fort Wayne, Indiana and Bercot, Inc.
6 in connection with the Board of Public Works.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
8 WAYNE, INDIANA:

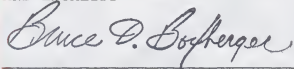
9 SECTION 1. That a certain Contract dated July 7, 1982,
10 between the City of Fort Wayne, Indiana, by and through its Mayor
11 and the Board of Public Works and Bercot, Inc., for:

12 the installation of Catch Basin and Inlet Repair
13 and Replacement of Storm Sewers, all detailed in
14 the Federal Emergency Management Agency Damage
15 Survey Reports 047100, 047101, 047102, and 041999;
16 under Board of Public Works Resolution No. 358-82, involving a
17 total cost of Sixty-Nine Thousand One Hundred Thirty-Six and
18 No/100 Dollars (\$69,136.00), all as more particularly set forth in
19 said Resolution and Contract which are on file in the Office of
20 the Board of Public Works and are by reference incorporated
21 herein, made a part hereof and are hereby in all things ratified,
22 confirmed and approved.

23 SECTION 2. That this Ordinance shall be in full force
24 and effect from and after its passage and any and all necessary
25 approval by the Mayor.

26 
Councilmember

27 APPROVED AS TO FORM
28 AND LEGALITY

29 
30 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns,
seconded by Price, and duly adopted, read the second time
by title and referred to the Committee City Utilities and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 8-24-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns,
seconded by Bradbury, and duly adopted, placed on its
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-14-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 159-82

on the 14th day of September, 1982

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 15th day of September, 1982, at the hour of
11:30 o'clock A.M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 22nd day of September
1982, at the hour of 4 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. S-82-08-28

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving Sewer Resolution No. 358-82, Catch Basin and
Inlet Repair, a contract between the City of Fort Wayne, Indiana
and Bercot, Inc. in connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS - CHAIRMAN

MARK E. GiaQUINTA - VICE CHAIRMAN

JAMES S. STIER

JANET G. BRADBURY

ROY J. SCHOMBURG

9-14-82
DATE _____ CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

CONTRACT NO. 358-1982
FEDERAL EMERGENCY
MANAGEMENT AGENCY

DAMAGE SURVEY REPORT NOS. 041999, 047100, 047101, 047102

Board Order No. 41-82

Work Order No. 79035

THIS CONTRACT made and entered into in triplicate this 26th day of July, 1982, by and between BERCOT, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Catch Basin and Inlet Repair and Replacement Storm Sewer Repair Project
 Resolution #358-1982

PHASE I - Storm water catch basins

Federal Emergency Management Agency Damage Survey Report #047100.

SCOPE OF PROPOSED WORK

Remove and replace damaged catch basin; backfill with #73 stone, replace affected road, curb, and grassed area located at:

1. South end of Riedmiller Avenue
2. Southeast corner West Avenue and Huestis Avenue
3. Northeast corner of Thompson Avenue and Guthrie Street
4. Southeast corner of Thompson Avenue and Zollars Avenue
5. North side of Zollars east of alley east of Thompson and Zollars
6. Northwest corner of Mechanic Street and Huron Street
7. South side of Zollars east of alley east of Thompson
8. North corner of Huron Street and Camp Allen Drive
9. South corner of Huron Street and Camp Allen Drive
10. East side of alley north of Osage Street and Boone Street
11. Southeast corner of Osage Street and Burgess Street
12. Southwest corner of Osage Street and Burgess Street
13. Southeast corner of St. Mary's Avenue and Pape Avenue
14. Southwest corner of Herman Street and Frederick Street
15. Southwest corner of Stratford Road and Sunset Drive
16. Northwest end of Commerce Drive
17. Southwest side of Spy Run Avenue and Wagner Street
18. Alley between Anderson Avenue and Prospect Avenue east of Spy Run
19. Alley between Anderson Avenue and Prospect Avenue east of Spy Run
20. Southwest corner of Rivermet Avenue and Dearborn Street
21. West side of alley south of Columbia Avenue on Dearborn Street

22. Northeast corner of Cochrane Street and Coombs Street
23. Northeast corner of Pemberton Drive and Columbia Avenue
24. Southeast corner of Elmwood Avenue and Tecumseh Street

PHASE II - Storm water inlets.

Federal Emergency Management Agency Damage Survey Report #047101.

SCOPE OF PROPOSED WORK

Remove and replace damaged inlet; backfill with #73 stone, replace affected road, curb, and grassed area located at:

1. Southwest end of Nussbaum Avenue
2. Northwest end of Nussbaum Avenue
3. South end of park strip at Westbrook Drive and Northway Avenue

PHASE III - Storm water catch basins.

Federal Emergency Management Agency Damage Survey Report #047102.

SCOPE OF PROPOSED WORK

Replace entire catch basin including affected work to curbs, streets, and grassed areas located at:

1. Southwest corner Brown Street and Electric Avenue
2. Southeast corner Brown Street and Electric Avenue
3. East side of alley north of Hale Avenue and Pauline Street
4. Northwest corner of First Street and Cass Street
5. Northwest corner of High Street and Wefel Street
6. Southwest corner of Fourth Street and Harrison Street
7. Northeast corner of Third Street and Harrison Street
8. Southeast side of alley south of Third and Harrison
9. Northeast corner of Baltes Avenue and Spy Run Avenue
10. Southwest side of Baltes Avenue and Spy Run Avenue
11. Southwest side of Spy Run and Wagner Street
12. Northeast of Oneida Street and Rivermet Avenue
13. Southeast of Oneida Street and Rivermet Avenue
14. Northeast corner of Bayer Avenue and Delaware Avenue
15. South side of alley east of Anthony Blvd. and Columbia Avenue

PHASE IV - Storm water catch basins

Federal Emergency Management Agency Damage Survey Report #041999.

SCOPE OF PROPOSED WORK

Replace entire catch basin, including affected work to curbs, streets, and grassed areas located at:

1. Southwest corner Emerson Avenue and Schilling Avenue
2. Northwest corner Stratford Road and Sunset Drive
3. Northeast corner Stratford Road and Sherwood Terrace

Said catch basins and inlets with all appurtenances to be repaired in accordance with the plans, profiles, special provisions and specifications now on file in the Office of Board of Public Works of said City.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said Combination Sewer Improvement shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11093, Sheets 1-13 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$69,136.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal as follows:

DSR #047100

Box, grate, trap removal and reconnect	twenty four thousand and 00/100 dollars	24,000.00
#73 Stone Backfill	one thousand eighty and no/100 dollars	1,080.00
6" CFW Type III Curb	two thousand one hundred sixty and no/100 dollars	2,160.00
14" Deep Strength Asphalt	nine thousand five hundred and four and no/100 dollars	9,504.00
Seeding	nine hundred sixty and no/100 dollars	960.00

DSR #047101

Box, grate removal and reconnect	one thousand eight hundred and no/100 dollars	1,800.00
#73 stone backfill	ninety and no/100 dollars	90.00
14" deep strength asphalt	eight hundred ninety-one and no/100 dollars	891.00
6" CFW Type III Curb	two hundred forty-three and no/100 dollars	243.00
Seeding	one hundred and five and no/100 dollars	105.00

DSR #047102 "Alternate"

Box, grate, trap removal and reconnect	fifteen thousand and no/100 dollars	15,000.00
#73 stone backfill	six hundred seventy-five and no/100 dollars	675.00
6" CFW Type III Curb	one thousand three hundred fifty and no/100 dollars	1,350.00

14" deep strength asphalt	five thousand nine hundred	
	and forty and no/100 dollars	5,940.00
Seeding	six hundred twenty-five	
	and no/100 dollars	625.00
DSR #041999		
Box, grate, trap removal	three thousand and	
and reconnect	no/100 dollars	3,000.00
#73 stone backfill	one hundred thirty-five	
	and no/100 dollars	135.00
6" CFW Type III Curb	two hundred seventy and	
	no/100 dollars	270.00
14" deep strength asphalt	one thousand one hundred	
	eighty-eight and no/100 dollars	1,188.00
Seeding	one hundred twenty and	
	no/100 dollars	120.00

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 358-1982.
- B. Instructions to Bidders for Contract No. 358-1982.
- C. Contractor's Proposal Dated June 9, 1982.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11093.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.

- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 120 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BERCOT, INC.

BY:

Steve Bercot, President
Steve Bercot, President

BY:

Deann Bercot
Deann Bercot, Secretary

CITY OF FORT WAYNE, INDIANA

BY:

Win Moses, Jr.
Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. Snuffer
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Stephen A. Bailey, ChairmanRoberta Anderson Staten
Roberta Anderson Staten, MemberBetty R. Collins
Betty Collins, MemberApproved by the Common Council of the City of Fort Wayne on ____ day of
____, 1982.



Bond No. 50 08 74

☒ **THE WESTERN CASUALTY AND SURETY COMPANY**
☐ **THE WESTERN FIRE INSURANCE COMPANY**

The Company to provide this bond coverage shall be designated with an ☒.**FORT SCOTT, KANSAS 66701****PERFORMANCE BOND**

Approved by The American Institute of Architects, A.I.A. Document No. A-311 Feb. 1970 ED.

KNOW ALL MEN BY THESE PRESENTS:

That BERCOT, INC.
(Here insert full name and address or legal title of the Contractor)6015 Huguenard Road, Fort Wayne, Indiana 46818

as Principal, hereinafter called Contractor, and THE WESTERN CASUALTY AND SURETY COMPANY and/or THE WESTERN FIRE INSURANCE COMPANY,

Fort Scott, Kansas, as Surety, hereinafter called Surety, are held and firmly bound unto

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA(Here insert full name and address or legal title of the Owner)

as Oblige, hereinafter called Owner, in the amount of

SIXTY-NINE THOUSAND ONE HUNDRED THIRTY-SIX AND NO/100THS Dollars
(\$69,136.00)

and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated July 6, 1982, entered into a contract with Ownerfor CONTRACT NUMBER 358-1982
FEDERAL EMERGENCY MANAGEMENT AGENCY DAMAGE SURVEY REPORT NOS. 041999, 047100, 047101, 047102

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 6th day of July, A. D. 19 82

In the presence of:

BERCOT, INC.(Printed)(Seal)(Title)**THE WESTERN CASUALTY AND SURETY COMPANY**
THE WESTERN FIRE INSURANCE COMPANYBy H. Stanley Huff, Jr.

Attorney-in-Fact

Performance Bond for General Contractors.

SB 5715 (1)

FORM FS 5617-R4

MUL.



☒ **THE WESTERN CASUALTY AND SURETY COMPANY**
☐ **THE WESTERN FIRE INSURANCE COMPANY**

The Company to provide this bond coverage shall be designated with an ☒
FORT SCOTT, KANSAS 66701

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects, A.I.A. Document No. A-311 Feb. 1970 ED.

Note: This bond is issued simultaneously with performance bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That BERCOT, INC.
(Here insert full name and address or legal title of the Contractor)

6015 Huguenard Road, Fort Wayne, Indiana 46818
 as Principal, hereinafter called Principal, and THE WESTERN CASUALTY AND SURETY COMPANY and/or THE WESTERN FIRE INSURANCE COMPANY,
 Fort Scott, Kansas, as Surety, hereinafter called Surety, are held and firmly bound unto
BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA
(Here insert full name and address or legal title of the Owner)

as Obligor, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of SIXTY-NINE THOUSAND ONE HUNDRED THIRTY-SIX AND NO/100THS Dollars
(Here insert a sum equal to at least one-half of the contract price)

69,136.00, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated July 6 19 82, entered into a contract with Owner for CONTRACT NUMBER 358-1982
FEDERAL EMERGENCY MANAGEMENT AGENCY DAMAGE SURVEY REPORT NOS. 041999, 047100, 047101, 047102
 in accordance with Drawings and Specifications prepared by _____

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as herein after defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both; used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction and in for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 6th day of July A. D. 19 82

In the presence of:

BERCOT, INC. (Seal)
William Bercot (Principal)
_____ (Title)

THE WESTERN CASUALTY AND SURETY COMPANY
THE WESTERN FIRE INSURANCE COMPANY

By H. Stanley Huff
 H. Stanley Huff, Jr. Attorney-in-Fact

TITLE OF ORDINANCE Sewer Resolution 358-82, Catch Basin and Inlet Repair

DEPARTMENT REQUESTING ORDINANCE Board of Public Works S-82-08-28

SYNOPSIS OF ORDINANCE Contract between the city of Fort Wayne, Indiana and
Bercot, Inc. for the installation of Catch Basin and Inlet Repair and Replacement
of Storm Sewers, all detailed in the Federal Emergency Management Agency Damage
Survey Reports 047100, 047101, 047102, and 041999.

EFFECT OF PASSAGE 1982 Flood Damage will be repaired

EFFECT OF NON-PASSAGE damage will not be repaired

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$69,136.00 75%-FEMA; 25%-City

ASSIGNED TO COMMITTEE _____

64